

# Exhibit A

## **PageRage Terms of Service**

Theme Your World LLC (“Theme Your World”) provides software and services (collectively, “Services”) for use by the general public, including the PageRage Applications (“Apps”) such as Create Your Own Layouts, and other applications to be used online. This Terms of Service Agreement (“Agreement”) constitutes legally binding terms and applies to your use of the Services.

### **1. Acceptance**

By accessing and/or using the provided Services, you agree and acknowledge to be bound by this Agreement and the PageRage Privacy Policy, found [here](#) and incorporated herein by reference, whether you are a “Member” (which means you have registered with PageRage or a related Service provided by Theme Your World) or a “Visitor” (which means that you simply browse the Services or use the Services without being registered as a Member). The term “User” or “user” refers to a Member or a Visitor. You are authorized to use the Services only if you agree to abide by all applicable laws, rules, and regulations (“Applicable Law”) and the Agreement. Additionally, in consideration for becoming a Member and/or using the services, you must indicate your acceptance of this Agreement. If you do not agree to be bound by this Agreement, please do not use the Services. [You may print a copy of this Agreement here](#). Theme Your World reserves the right to modify the Agreement at any time, and each such modification shall be effective upon posting with the Services. All material modifications will apply prospectively only. Your continued use of the Services following any such modification constitutes your agreement to be bound by and your acceptance of the Agreement as modified. Therefore, it is important for you to review this Agreement regularly.

### **2. General Usage**

Theme Your World grants you a limited license to use the Services in accordance with this Agreement and the instructions and guidelines posted on the PageRage website (“the Site”). In exchange for providing the functionality of the PageRage application, users may be shown advertisements within web pages rendered by a browser with the plug-in enabled. Additionally, other products using the Yontoo Layers platform, which powers the PageRage application, may be offered to the User. These applications can be enabled or disabled on the Yontoo Layers app settings page: <http://www.yontoo.com/AppMarket.aspx>. These additional application offers are safe and do not install any additional software on the user’s computer. They are enabled and disabled by the User or Yontoo via <http://www.yontoo.com/AppMarket.aspx>. They also do not store any private, personally identifiable information from the User. Theme Your World reserves the right to discontinue any aspect of the Service at any time. Theme Your World further reserves the right to terminate your license to use the Services at any time and for any reason, or in the future, to charge for commercial usage.

To provide services to the User, PageRage requires Yontoo Layers software to be installed. Yontoo is a browser plugin platform that enables application developers to build applications such as PageRage. When installing PageRage, Yontoo Layers will be included in the installation package.

The software is used for the purpose of enabling PageRage to provide its services and as mentioned above may offer the user other valuable applications. Yontoo LLC ("Yontoo") provides software and services ("Services") for use by the general public, including Yontoo Layers. Yontoo Layers is an internet enabling technology platform that creates virtual layers that can be edited to create the appearance of having made changes to the underlying website. By installing Yontoo Layers or using the Services offered by Yontoo, you agree and acknowledge to be bound by Yontoo's Terms of Service (<http://www.yontoo.com/TermsOfService.aspx>) and Privacy Policy (<http://www.yontoo.com/PrivacyPolicy.aspx>). If you do not agree to these Terms, please do not install Yontoo Layers or use the Services.

The current installation package of PageRage includes offers for the following free apps, which can be enabled or disabled when offered on their respective websites or <http://www.yontoo.com/AppMarket.aspx>. PageRage does not own or control any of the application partners listed below, but has engaged in a stringent compliance process with each product to ensure they are safe, valuable, and relevant for PageRage users.

SanitySwitch - Free and ad-supported application that removes graphic layouts on MySpace profile pages with one click of a button. Learn more at [www.sanityswitch.com](http://www.sanityswitch.com)

BuzzDock - Free and ad-supported application that provides enhanced search results and functionality on your favorite search and content websites. Learn more at [www.buzzdock.com](http://www.buzzdock.com)

PageRage may offer the User additional applications from strategic partners in the future. The apps will also be approved by the Yontoo Layers and PageRage compliance teams to be safe, valuable, and relevant for PageRage users.

### 3. Services and User Responsibility

Users are solely responsible for their use of the Services. The Services allow for Users to post content to the PageRage website such as text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials (collectively, "Content") that may be viewed on, accessed through, or contributed to the Service. You agree not to alter or modify any part of the Services. You agree not to distribute any part of the Services or Content without Theme Your World's prior written authorization, unless Theme Your World allows and provides means for such distribution through the Services.

You shall be solely responsible for your own Content and the consequences of submitting, publishing, and/or posting your Content with the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions for Content you submit, publish, and/or post through use of the Services; and you license to Theme Your World all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication of the Contents through the Services pursuant to this Agreement.

As clarification, you retain ownership rights in your Content. However, by submitting Content to Theme Your World, you grant Theme Your World a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, and display, the Content in connection with the Services and Theme Your World's (and its

successors' and affiliates') business. You also hereby grant each user of the Services a non-exclusive license to access your Content through the Services, and to use, reproduce, distribute, and display such Content as permitted through the Services and under this Agreement. You further agree that Content you submit to the Services will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Theme Your World all of the license rights granted herein. Theme Your World does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Theme Your World will remove all Content if properly notified that such Content infringes on another's intellectual property rights (see more in Digital Millennium Copyright Act and Infringing Material below). Theme Your World reserves the right to remove Content without prior notice.

#### 4. Content

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under this Agreement. You shall not download any Content except as allowed with the Services. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Theme Your World or the respective licensors of the Content. Theme Your World and its licensors reserve all rights not expressly granted in and to the Services and the Content. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

Theme Your World is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to Content featured with the Services, and the Content does not represent the advice, views, opinions or beliefs of Theme Your World. In accessing Content through use of the Services you may be exposed to Content from a variety of sources, wherein you may consider portions of the Content to be inaccurate, offensive, or inappropriate. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Theme Your World with respect to such Content, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Theme Your World, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Services. Additionally, the Services and/or the Content may feature links to third-party websites not owned or controlled by Theme Your World. The inclusion of a link to a third-party website does not imply any endorsement by or affiliation with Theme Your World and the third-party website. Further, Theme Your World has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites featured with the Services and/or Content and cannot modify the content of any such third-party website. By using the Services, you expressly release Theme Your World from any and all liability arising from your use of any third-party website featured with the Services and/or Content.

#### 5. Termination

Theme Your World will terminate a user's access to the Service if, under appropriate

circumstances, the user is determined to be a repeat infringer of others' intellectual property rights and/or engages in other activity in violation of this Agreement. Theme Your World further reserves the right to decide whether Content violates this Agreement for reasons other than copyright infringement, such as, but not limited to, submitting Content featuring pornography, obscenity, or other such inappropriate material. Theme Your World may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of this Agreement.

#### 6. Digital Millennium Copyright Act and Infringing Material

Uploading copyrighted material such as copyrighted photographs, art, text, and screenshots in violation of applicable copyright law violates this Agreement. Theme Your World does not monitor the Content for this type of activity. However, complaints submitted to Theme Your World by copyright holders or their agents in compliance with the Digital Millennium Copyright Act ("DMCA") are taken seriously and may result in removal of Content deemed to be violating at Theme Your World's sole discretion, a user's termination of use of the Services, plus fines or other legal action brought by copyright holders and their agents.

#### DMCA Complaint

- If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a complaint pursuant to the DMCA by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3), also at [www.copyright.gov](http://www.copyright.gov), for further detail):
- An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Theme Your World to locate the material.
- Information reasonably sufficient to permit Theme Your World to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**You acknowledge that if you fail to comply with the above requirements for the DMCA complaint, your DMCA complaint may be rendered invalid.**

#### Copyright Agent

- Theme Your World's Copyright Agent to receive notifications of claimed infringement can be reached by mail at Theme Your World, Attn: Copyright Agent, 5857 Owens Avenue, Suite 300 Carlsbad, CA 92008, or by email at [ip@themeyourworld.com](mailto:ip@themeyourworld.com).

#### Counter-Notice

- If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Diego, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
- If a counter-notice is received by the Copyright Agent, Theme Your World may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the complaining party files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Theme Your World's sole discretion.

#### Other Provisions.

- Theme Your World may document notices of allegedly-infringing Content upon which Theme Your World acts and may forward notices of alleged infringement to the party that submitted the allegedly-infringing Content, in addition to a third-party which may publish and/or annotate it. Theme Your World generally does not interfere with standard technical measures used by copyright owners to identify or protect copyrighted works which Theme Your World, in its sole discretion, deems as reasonable.

#### 7. Additional Intellectual Property

The trademarks, service marks, and logos ("Marks") featured with the Services, including PageRage, the PageRage logo and the PageRage design, are owned by or licensed to Theme Your World, subject to trademark, copyright, and other intellectual property rights under the law and may only be reproduced as provided in this Agreement and/or with express written permission from Theme Your World. Other trademarks that appear on the PageRage website that are not owned by or licensed to Theme Your World (e.g., trademarks associated with third-party websites

shown with links featured on the Services) are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Theme Your World.

#### 8. Privacy Policy

Acceptance of these Terms of Service constitutes acceptance of Theme Your World's Privacy Policy, which can be seen [here](#). If you do not agree to the Privacy Policy or this Agreement, please discontinue using Theme Your World's Services.

#### 9. No Warranty and Limitation of Liability

THEME YOUR WORLD PROVIDES THE SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THEME YOUR WORLD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. THEME YOUR WORLD MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY COMPUTER BUGS, VIRUSES, OR SIMILAR MECHANISMS WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. THEME YOUR WORLD DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THEME YOUR WORLD WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

You understand and agree that you use the Site and Services at your own discretion and risk and that you will be solely responsible for any damages that arise from such use. IN NO EVENT SHALL THEME YOUR WORLD, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY COMPUTER BUGS, VIRUSES, OR SIMILAR MECHANISMS WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR



OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THEME YOUR WORLD IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THEME YOUR WORLD SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOUR ONLY RIGHT WITH RESPECT TO ANY DISSATISFACTION WITH THIS SITE OR SERVICES OR WITH THEME YOUR WORLD SHALL BE TO TERMINATE USE OF THIS SITE AND SERVICES.

The Services are controlled and offered by Theme Your World from its facilities in the United States of America. Theme Your World makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### 10. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Theme Your World, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Services.

#### 11. Ability to Accept Agreement

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services.

#### 12. General

You agree that: (i) the Services shall be deemed solely based in California; and (ii) the PageRage website shall be deemed a passive website that does not give rise to personal jurisdiction over Theme Your World, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Theme Your World that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in San Diego County, California. This Agreement, together with the Privacy Policy [here](#) and any other legal notices published by Theme Your World on the Services, shall constitute the entire agreement between you and Theme Your World concerning the



Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Theme Your World's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Theme Your World reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Services following any amendment of this Agreement will signify your assent to and acceptance of its revised terms. YOU AND THEME YOUR WORLD AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Theme Your World and you are independent entities, and nothing in the Agreement, or via use of the PageRage website and/or Services, will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Theme Your World and you.

This Agreement supersedes any previous agreement and represents the entire agreement between Theme Your World and you. Any notices must be sent to PageRage in English at [terms@themeyourworld.com](mailto:terms@themeyourworld.com).